

Dews, Donna

From: Brown, Rayna
Sent: Tuesday, December 19, 2017 12:07 PM
To: Stewart, Keith; Grantham, Nancy; Quarles, Michael; Dews, Donna; Wilson, Jessica; Gosnell, Jody
Cc: McLean, Sarsah; Madison, Tommie; Scott, Elaine
Subject: FYI >> CO just informed Definers Corp. of intent to issue a modification to cancel the award EP-18-H-000025

Hello all,

Please be advised, I have just spoke with Julia Cotrone with Definers Corp about an hour ago to provide a courtesy call that I will be issuing a unilateral modification to terminate for convenience (a full termination) the subject order pursuant to the GAO protests that was filed and stipulates the award must be cancelled. As such, all funds on the order will be fully de-obligated. Under a termination of this nature, pursuant to FAR 52.212-4 (see below) the contractor may be entitled to certain incurred expenses prior to the termination or in association with the termination that could not otherwise been mitigated. I will coordinate with Michael accordingly for funding if needed. I have asked that Definers sign and return the modification just as a means of acknowledgement and her company is prepared/agrees to do so upon receipt today.

If you receive any communication from this vendor or any other interested party, please direct them to myself as the Contracting Officer of record from this point forward. Please call us if you have any questions or concerns.

Thank you and have a nice day! ☺

FAR 52.212-4 Contract Terms and Conditions—Commercial Items.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC
(202) 564.6025 Office

Dews, Donna

From: Brown.Rayna@epa.gov
Sent: Tuesday, December 19, 2017 3:43 PM
To: Dews, Donna
Subject: EAS Buyer Assignment Notification

Reference Document: Purchase Order, EP-18-H-000025, P00001.

Message: Donna Dews is no longer the buyer as of 12/19/2017. Rayna Brown has been assigned to this award.

You may access the document at <https://eas.epa.gov/>

Owner: Rayna Brown
Requisitioner: Javier Araujo
Technical Point of Contact: Michael Quarles
Buyer: Rayna Brown
Contracting Officer: Rayna Brown
Contracting Officer Representative: Michael Quarles
Site: HPOD/PCSC
Originating Office: HPOD
Issuing Office: HPOD
Admin Office: HPOD

Dews, Donna

From: Brown, Rayna
Sent: Tuesday, January 02, 2018 3:44 PM
To: Julia Cotrone
Cc: Dews, Donna
Subject: Re: PO_EP18H000025_1_HQ [URGENT]

Hello Julia

Happy New Year and I hope you enjoyed a wonderful holiday season. I have been out on leave for the holidays. Rest assured I have my staff starting to prepare this aforementioned bilateral modification today and we plan to get it to your company this week.

Thank you for your diligent follow ups and we'll be in touch soon. Have a nice day!

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC
(202) 564.6025 Office

On Jan 2, 2018, at 2:11 PM, Julia Cotrone <(b)(4)> wrote:

Hi Rayna,

Happy New Year! Im not sure we ever received the bilateral modification referenced in your last email. I just want to make sure everything is closed out and you don't need anything else from us.

Thanks!

On Thu, Dec 21, 2017 at 3:42 PM, Brown, Rayna <brown.rayna@epa.gov> wrote:
Hello Julia,

Thank you for your prompt response. I will generate a final bilateral modification to definitize Definers Corp's decision and will get it to you as quickly as possible. This forthcoming modification will serve as the final step and we can close this out. I will be in contact with you soon. Have a nice day.

Kind regards,

Rayna Brown
Service Center Manager, Contracting Officer
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC

Sent from my iPhone

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC

(202) 564.6025 Office

On Dec 21, 2017, at 11:01 AM, Julia Cotrone (b)(4) wrote:

Hi

I had sent the email below yesterday but am having difficulty finding in my email so I just wanted to resend to make sure you have and are aware.
Definers will not seek payment or assert our rights under FAR 52.212-4

Thanks

On Dec 20, 2017, at 11:45 AM, Julia Cotrone (b)(4) wrote:

Definers will not seek payment or assert our rights under FAR 52.212-4

On Tue, Dec 19, 2017 at 10:45 PM, Brown, Rayna <brown.rayna@epa.gov> wrote:

Hello Julia,

Thank you for your prompt response and returning the signed subject modification. In terms of additional steps necessary to officially end the process will involve whether or not Definers Corp wants to assert its rights under FAR 52.212-4 (l) terms and conditions—see an excerpt of the applicable clause language below. If Definers Corp is seeking, as a matter of its right, the payment of money arising under or relating to this purchase order and termination, then please submit in writing to me as the Contracting Officer with a level of detail consistent with the FAR 52.212-4 and sufficient for a Contracting Officer to determine that the costs were fair, reasonable, allowable, allocable and the facts justify the requested recovery of costs in a termination settlement (e.g. demonstrates that all reasonable steps were taken to minimize the incurrence of costs allocable to the work covered by the order). A final bilateral modification will be issued to definitize this aspect of the termination even if Definers Corp indicates that no costs will be claimed under the order and/or pursuant to the termination.

Please notify me of Definer Corp's intent regarding this matter and the Government will act accordingly. Please let me know if you have any additional questions. Thank you kindly and have a great day!

FAR 52.212-4 Contract Terms and Conditions—Commercial Items.

(I) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

Kind regards,

Rayna Brown

Service Center Manager, Contracting Officer

U.S. Environmental Protection Agency (U.S. EPA)

OAM/HPOD/PCSC

From: Julia Cotrone [mailto:(b)(4)]
Sent: Tuesday, December 19, 2017 7:09 PM
To: Brown, Rayna <brown.rayna@epa.gov>
Cc: (b)(4); Dews, Donna <Dews.Donna@epa.gov>; Scott Cotter (b)(4)
Subject: Re: PO_EP18H000025_1_HQ [URGENT]

Attached is signed copy of PO_EP18H000025_1_HQ (7 pages). See page 2 for signature as requested.

Please let us know if there are any additional steps we need to take on our end to complete this process. Otherwise please let us know when this process is 100% completed.

Thank you!

On Tue, Dec 19, 2017 at 4:47 PM, Julia Cotrone

(b)(4)

wrote:

Received

On Tue, Dec 19, 2017 at 3:45 PM, Brown, Rayna <brown.rayna@epa.gov> wrote:

Contractor: Definers Corp

Purchase Order No.: EP-18-H-000025

Purchase Order Modification No.: P00001

Purchase Order Title: News Analysis Service

Subject: Unilateral Modification No. P00001

Please find attached modification P00001 to purchase order no. EP-18-H-000025 in order to cancel/terminate this order in its entirety via a Termination for the Government's Convenience effective December 19, 2017 and per the Contracting Officer's (CO's) conversation with Julia Cotrone with Definers Corp this morning. The Contractor shall immediately acknowledge receipt of this modification via email (please **DO NOT** include Group DDC-Customer) upon receipt of this email and correspondence and provide the signed page 2 of 7 to brown.rayna@epa.gov and dews.donna@epa.gov within two (2) business days. Let me know if you have any questions.

Thank you and have a nice day! ☺

Kind regards,

Rayna Brown

Service Center Manager, Contracting Officer

U.S. Environmental Protection Agency (U.S. EPA)

OAM/HPOD/PCSC

--

Julia Cotrone

O: (b)(4) C: (b)(4)

--

Julia Cotrone

O: (b)(4) C: (b)(4)

--

Julia Cotrone

O: (b)(4) C: (b)(4)

--

Julia Cotrone

O: (b)(4) C: (b)(4)

Dews, Donna

From: Brown, Rayna
Sent: Friday, January 05, 2018 2:41 PM
To: Grantham, Nancy; Wooden-Aguilar, Helena
Cc: Dews, Donna; Quarles, Michael
Subject: STATUS UPDATE >> RE: PO_EP18H000025_1_HQ [URGENT]

Hello Helena and Nancy,

I hope you had a great holiday season! I was informed today by OGC that your office had reached out to them and OGC has provided your office with the requested information (OGC protest details). I just wanted to close the loop on your request. FYI: we are preparing the final modification to the order to officially close the order, as this will be the last contractual activity required. Additionally, OAM is responding to multiple FOIA requests for this order.

Please let us know if you have any further questions. Take care and have a great weekend..stay warm! ☺

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC
(202) 564.6025 Office

From: Brown, Rayna
Sent: Wednesday, December 27, 2017 8:38 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>; Wooden-Aguilar, Helena <Wooden-Aguilar.Helena@epa.gov>
Cc: Dews, Donna <Dews.Donna@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Subject: RE: PO_EP18H000025_1_HQ [URGENT]

Great morning everyone –

I am seeking guidance from OGC on what I am authorized to disclose from the protest. However, our OGC team is out until after the new year. I will let you know once I hear back from them. Until then, have a wonderful and safe New Year!!! ☺

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC
(202) 564.6025 Office

From: Grantham, Nancy
Sent: Wednesday, December 27, 2017 7:23 AM
To: Wooden-Aguilar, Helena <Wooden-Aguilar.Helena@epa.gov>; Brown, Rayna <brown.rayna@epa.gov>
Cc: Dews, Donna <Dews.Donna@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Subject: RE: PO_EP18H000025_1_HQ [URGENT]

This was also reported in ogc weekly notes

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)

(b)(6) (mobile)

From: Wooden-Aguilar, Helena
Sent: Tuesday, December 26, 2017 5:29 PM
To: Brown, Rayna <brown.rayna@epa.gov>
Cc: Grantham, Nancy <Grantham.Nancy@epa.gov>; Dews, Donna <Dews.Donna@epa.gov>; Quarles, Michael <Quarles.Michael@epa.gov>
Subject: Re: PO_EP18H000025_1_HQ [URGENT]

Thank you. To what extent is the program office/management engaged with shaping the corrective action? Is this a OGC process?

Asking to familiarize myself with the process and to ensure management apart of the proactive measures.

I also agree with Nancy that we should see the corrective actions.

Best,

Helena

Helena Wooden-Aguilar
Acting Deputy Chief of Staff
Office of the Administrator
U.S. Environmental Protection Agency
202-564-0792 (office)
202-302-6846 (mobile)
wooden-aguilar.helena@epa.gov

On Dec 26, 2017, at 5:18 PM, Brown, Rayna <brown.rayna@epa.gov> wrote:

Nancy and Helena,

There were two (2) GAO protests filed by two (2) separate interested parties. The GAO case numbers were B-415800-1 and B-415800-2. Normally the details of the protest such as the allegations filed against EPA and the GAO decisions is made publicly available through GAO online (see links below). Since the Agency, EPA, conceded to a need for corrective action, this may have effected why the full details are not disclosed publicly as per GAO procedures it could take months to make available following a decision of corrective action. Another reason maybe it's subject to a protect order. Otherwise, GAO seeks to issue decisions that provide meaningful and transparent explanations for their rulings. You are very fortunate to have a very proactive, solution-driven Champion in Michael Q. who has already coordinated with me to learn more of the ins and outs of sole sourcing.

Either way, (1) I am planning to do a lessons learned discussion and you are welcome to join and (2) I will check with the Office of General Counsel (OGC), Sara McGraw who served as the attorney for these protest, to get clearance on what information I am authorized to disclose as I have the full documents (protest and our Agency response letter).

Links to the GAO Protest:

<https://www.gao.gov/mobile/docket/B-415800.1>

<https://www.gao.gov/mobile/docket/B-415800.2>

I hope this helps and we will gladly address any questions on how to avoid such situations in the future and how to meet your mission needs. Knowing is half the battle. Enjoy the rest of your day!

Sent from my iPhone

Kind regards,

Rayna Brown

Service Center Manager

U.S. Environmental Protection Agency (U.S. EPA)

OAM/HPOD/PCSC

(202) 564.6025 Office

On Dec 26, 2017, at 4:48 PM, Wooden-Aguilar, Helena <Wooden-Aguilar.Helena@epa.gov> wrote:

Thanks Nancy and yes it would be good to see that GAO correspondence.

Helena Wooden-Aguilar
Acting Deputy Chief of Staff
Office of the Administrator
U.S. Environmental Protection Agency
202-564-0792 (office)
202-302-6846 (mobile)
wooden-aguilar.helena@epa.gov

On Dec 26, 2017, at 4:42 PM, Grantham, Nancy <Grantham.Nancy@epa.gov> wrote:

Thanks .. may we get a copy of any correspondence to GAO re:
the corrective action? Also, which OGC attorney worked on this?
thanks ng

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)
(b)(6) (mobile)

From: Brown, Rayna
Sent: Tuesday, December 26, 2017 4:39 PM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>
Cc: Dews, Donna <Dews.Donna@epa.gov>; Quarles, Michael
<Quarles.Michael@epa.gov>; Wooden-Aguilar, Helena <Wooden-Aguilar.Helena@epa.gov>
Subject: Re: PO_EP18H000025_1_HQ [URGENT]

Hello Nancy,

I hope you had a nice weekend. The funds have already been de-obligated and as I recall I was able to confirm this in Compass Data Warehouse. Also, the GAO protest of this action was dismissed by GAO last week after our attorney indicated corrective action would be taken. Please let me know if you have any further questions. Have a nice day!

Sent from my iPhone

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC
(202) 564.6025 Office

On Dec 26, 2017, at 4:24 PM, Grantham, Nancy
<Grantham.Nancy@epa.gov> wrote:

Thanks .. please let us know when this is complete
– as we would like to deobligate the funds and put
them on an existing Cision contract.

Thanks ng

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)
(b)(6) (mobile)

From: Brown, Rayna
Sent: Thursday, December 21, 2017 3:43 PM
To: Julia Cotrone (b)(4)
Cc: Dews, Donna <Dews.Donna@epa.gov>; Scott Cotter (b)(4)
Subject: Re: PO_EP18H000025_1_HQ [URGENT]

Hello Julia,

Thank you for your prompt response. I will generate a final bilateral modification to definitize Definers Corp's decision and will get it to you as quickly as possible. This forthcoming modification will serve as the final step and we can close this out. I will be in contact with you soon. Have a nice day.

Kind regards,

Rayna Brown
Service Center Manager, Contracting Officer
U.S. Environmental Protection Agency (U.S.
EPA)
OAM/HPOD/PCSC

Sent from my iPhone

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S.
EPA)
OAM/HPOD/PCSC
(202) 564.6025 Office
On Dec 21, 2017, at 11:01 AM, Julia Cotrone
(b)(4) wrote:

Hi

I had sent the email below yesterday but am having difficulty finding in my email so I just wanted to resend to make sure you have and are aware.

Definers will not seek payment or assert our rights under FAR 52.212-

4

Thanks

On Dec 20, 2017, at 11:45 AM,

Julia Cotrone

(b)(4)

wrote:

Definers will not seek payment or
assert our rights under FAR 52.212-
4

On Tue, Dec 19, 2017 at 10:45 PM,

Brown, Rayna

<brown.rayna@epa.gov> wrote:

Hello Julia,

Thank you for your prompt response and returning the signed subject modification. In terms of additional steps necessary to officially end the process will involve whether or not Definers Corp wants to assert its rights under FAR 52.212-4 (l) terms and conditions—see an excerpt of the applicable clause language below. If Definers Corp is seeking, as a matter of its right, the payment of money arising under or relating to this purchase order and termination, then please submit in writing to me as the Contracting Officer with a level of detail consistent with the FAR 52.212-4 and sufficient for a Contracting Officer to determine that the costs were fair, reasonable, allowable, allocable and the facts justify the requested recovery of costs in a termination settlement (e.g. demonstrates that all reasonable steps were taken to minimize the incurrence of costs allocable to the work covered by the order). A final bilateral modification will be issued to definitize this aspect of the termination even if Definers Corp indicates that no costs will be claimed under the order and/or pursuant to the termination.

Please notify me of Definer Corp's intent regarding this matter and the Government will act accordingly. Please let me know if you have any additional questions. Thank you kindly and have a great day!

FAR 52.212-4 Contract Terms and Conditions—Commercial Items.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

Kind regards,

Rayna Brown

Service Center Manager, Contracting
Officer

U.S. Environmental Protection
Agency (U.S. EPA)

OAM/HPOD/PCSC

From: Julia Cotrone
[mailto:(b)(4)]
Sent: Tuesday, December 19, 2017
7:09 PM
To: Brown, Rayna
<brown.rayna@epa.gov>
Cc: (b)(4)
Dews, Donna
<Dews.Donna@epa.gov>; Scott
Cotter (b)(4)
Subject: Re: PO_EP18H000025_1_HQ
[URGENT]

Attached is signed copy of
PO_EP18H000025_1_HQ (7
pages). See page 2 for signature as
requested.

Please let us know if there are any
additional steps we need to take on
our end to complete this
process. Otherwise please let us
know when this process is 100%
completed.

Thank you!

On Tue, Dec 19, 2017 at 4:47 PM,
Julia Cotrone
(b)(4)
wrote:

Received

On Tue, Dec 19, 2017 at 3:45
PM, Brown, Rayna
<brown.rayna@epa.gov> wrote:

Contractor: Definers Corp

Purchase Order No.: EP-18-H-
000025

**Purchase Order Modification
No.:** P00001

Purchase Order Title: News
Analysis Service

Subject: Unilateral
Modification No. P00001

Please find attached
modification P00001 to purchase
order no. EP-18-H-000025 in
order to cancel/terminate this
order in its entirety via a
Termination for the
Government's Convenience
effective December 19, 2017 and
per the Contracting Officer's
(CO's) conversation with Julia
Cotrone with Definers Corp this
morning. The Contractor shall
immediately acknowledge
receipt of this modification via
email (please **DO NOT** include
Group DDC-Customer) upon
receipt of this email and
correspondence and provide the
signed page 2 of 7 to
brown.rayna@epa.gov and
dews.donna@epa.gov within
two (2) business days. Let me
know if you have any questions.

Thank you and have a nice
day! ☺

Kind regards,

Rayna Brown

Service Center Manager,
Contracting Officer

U.S. Environmental Protection
Agency (U.S. EPA)

OAM/HPOD/PCSC

--

Julia Cotrone

O: (b)(4) C:
(b)(4)

--

Julia Cotrone

O: (b)(4) C:
(b)(4)

--

Julia Cotrone

O: (b)(4) C: (b)(4)

Dews, Donna

From: Dews, Donna
Sent: Thursday, January 11, 2018 1:13 PM
To: Brown, Rayna
Subject: RE: PO_EP18H000025_1_HQ [URGENT]

Hi Rayna

Do you have what Definers Corp decision was? Once I know this, Will I be able to do the modification?

Thanks.
Donna

From: Brown, Rayna
Sent: Thursday, December 21, 2017 3:43 PM
To: Julia Cotrone (b)(4)
Cc: Dews, Donna <Dews.Donna@epa.gov>; Scott Cotter (b)(4)
Subject: Re: PO_EP18H000025_1_HQ [URGENT]

Hello Julia,

Thank you for your prompt response. I will generate a final bilateral modification to definitize Definers Corp's decision and will get it to you as quickly as possible. This forthcoming modification will serve as the final step and we can close this out. I will be in contact with you soon. Have a nice day.

Kind regards,

Rayna Brown
Service Center Manager, Contracting Officer
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC

Sent from my iPhone

Kind regards,

Rayna Brown
Service Center Manager
U.S. Environmental Protection Agency (U.S. EPA)
OAM/HPOD/PCSC
(202) 564.6025 Office

On Dec 21, 2017, at 11:01 AM, Julia Cotrone (b)(4) wrote:

Hi

I had sent the email below yesterday but am having difficulty finding in my email so I just wanted to resend to make sure you have and are aware.

Definers will not seek payment or assert our rights under FAR 52.212-4

Thanks

On Dec 20, 2017, at 11:45 AM, Julia Cotrone <(b)(4)> wrote:

Definers will not seek payment or assert our rights under FAR 52.212-4

On Tue, Dec 19, 2017 at 10:45 PM, Brown, Rayna <brown.rayna@epa.gov> wrote:

Hello Julia,

Thank you for your prompt response and returning the signed subject modification. In terms of additional steps necessary to officially end the process will involve whether or not Definers Corp wants to assert its rights under FAR 52.212-4 (l) terms and conditions—see an excerpt of the applicable clause language below. If Definers Corp is seeking, as a matter of its right, the payment of money arising under or relating to this purchase order and termination, then please submit in writing to me as the Contracting Officer with a level of detail consistent with the FAR 52.212-4 and sufficient for a Contracting Officer to determine that the costs were fair, reasonable, allowable, allocable and the facts justify the requested recovery of costs in a termination settlement (e.g. demonstrates that all reasonable steps were taken to minimize the incurrence of costs allocable to the work covered by the order). A final bilateral modification will be issued to definitize this aspect of the termination even if Definers Corp indicates that no costs will be claimed under the order and/or pursuant to the termination.

Please notify me of Definer Corp's intent regarding this matter and the Government will act accordingly. Please let me know if you have any additional questions. Thank you kindly and have a great day!

FAR 52.212-4 Contract Terms and Conditions—Commercial Items.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to

audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

Kind regards,

Rayna Brown

Service Center Manager, Contracting Officer

U.S. Environmental Protection Agency (U.S. EPA)

OAM/HPOD/PCSC

From: Julia Cotrone [mailto:(b)(4)]
Sent: Tuesday, December 19, 2017 7:09 PM
To: Brown, Rayna <brown.rayna@epa.gov>
Cc: (b)(4); Dews, Donna <Dews.Donna@epa.gov>; Scott Cotter
(b)(4)
Subject: Re: PO_EP18H000025_1_HQ [URGENT]

Attached is signed copy of PO_EP18H000025_1_HQ (7 pages). See page 2 for signature as requested.

Please let us know if there are any additional steps we need to take on our end to complete this process. Otherwise please let us know when this process is 100% completed.

Thank you!

On Tue, Dec 19, 2017 at 4:47 PM, Julia Cotrone (b)(4) wrote:

Received

On Tue, Dec 19, 2017 at 3:45 PM, Brown, Rayna <brown.rayna@epa.gov> wrote:

Contractor: Definers Corp

Purchase Order No.: EP-18-H-000025

Purchase Order Modification No.: P00001

Purchase Order Title: News Analysis Service

Subject: Unilateral Modification No. P00001

Please find attached modification P00001 to purchase order no. EP-18-H-000025 in order to cancel/terminate this order in its entirety via a Termination for the Government's Convenience effective December 19, 2017 and per the Contracting Officer's (CO's) conversation with Julia Cotrone with Definers Corp this morning. The Contractor shall immediately acknowledge receipt of this modification via email (please **DO NOT** include Group DDC-Customer) upon receipt of this email and correspondence and provide the signed page 2 of 7 to brown.rayna@epa.gov and dews.donna@epa.gov within two (2) business days. Let me know if you have any questions.

Thank you and have a nice day! ☺

Kind regards,

Rayna Brown

Service Center Manager, Contracting Officer

U.S. Environmental Protection Agency (U.S. EPA)

OAM/HPOD/PCSC

--

Julia Cotrone

O: (b)(4)

C:

(b)(4)

--

Julia Cotrone

O: (b)(4) | C: (b)(4)

--

Julia Cotrone

O: (b)(4) | C: (b)(4)